

LAUREL E. DAVIS, ESQ., Nevada Bar No. 3005  
 LIONEL SAWYER & COLLINS  
 1700 Bank of America Plaza  
 300 South Fourth Street  
 Las Vegas, NV 89101  
 Telephone: (702) 383-8888  
 Facsimile: (702) 383-8845  
 Email: [Ldavis@lionelsawyer.com](mailto:Ldavis@lionelsawyer.com)

E-Filed on May 16, 2006

Attorneys for the Canepa Group

**UNITED STATE BANKRUPTCY COURT  
 DISTRICT OF NEVADA**

In re:	)	Case No. BK-S-06-10725-LBR
	)	Case No. BK-S-06-10726-LBR
USA COMMERCIAL MORTGAGE COMPANY,	)	Case No. BK-S-06-10727-LBR
	)	Case No. BK-S-06-10728-LBR
Debtor.	)	Case No. BK-S-06-10729-LBR

In re:	)	Chapter 11
USA CAPITAL REALTY ADVISORS, LLC,	)	
	)	<b>Jointly Administered Under</b>
Debtor.	)	<b>Case No. BK-S-06-10725-LBR</b>

In re:	)
USA CAPITAL DIVERSIFIED TRUST DEED FUND, LLC,	)
	)
Debtor.	)

In re:	)
USA CAPITAL FIRST TRUST DEED FUND, LLC,	)
	)
Debtor.	)

In re:	)
USA SECURITIES, LLC,	)
	)
Debtor.	)

Affects:	)
<input type="checkbox"/> All Debtors	)
<input checked="" type="checkbox"/> USA Commercial Mortgage Company	)
<input type="checkbox"/> USA Securities, LLC	)
<input type="checkbox"/> USA Capital Realty Advisors, LLC	)
<input type="checkbox"/> USA Capital Diversified Trust Deed Fund, LLC	)
<input type="checkbox"/> USA First Trust Deed Fund, LLC	)

Date: May 18, 2006  
 Time: 9:30 a.m.

**JOINDER IN WALSH OPPOSITION TO DEBTOR'S MOTION AUTHORIZING DEBTOR  
 PURSUANT TO 11 U.S.C. § 105 AND § 363(b)(1), TO ACCEPT LOAN PAYMENT  
 PROCEEDS AND PROVIDE PARTIAL RELEASES OR FULL RELEASES IN  
 CONNECTION WITH THE SALE OF PROPERTIES SECURING LOANS ORIGINATED  
 BY THE DEBTOR TO THIRD-PARTY BORROWERS, AND TO RATIFY PARTIAL  
 RELEASES PREVIOUSLY PROVIDED BY DEBTOR**

1 The Canepa Group consists of seven Direct Lenders<sup>1</sup> whose original investments in 13  
 2 different loans<sup>2</sup> exceed \$3.1 million. In the Motion, USA Commercial Mortgage Company  
 3 ("Debtor") represents that on April 27, 2006, it received \$5,867,134.46 from the borrower on the  
 4 Opaque Land Development Loan ("Opaque Loan"). Members of the Canepa Group hold beneficial  
 5 interests in the Opaque Loan which is the subject of the Motion, and they agree that any release of  
 6 their collateral must be accompanied by a contemporaneous distribution of the dollar amounts due  
 7 and payable to them based upon on their beneficial interests in the Opaque Loan.<sup>3</sup>

8 The Canepa Group joins the Opposition to the Motion filed by Gregory J. Walch and Shauna  
 9 M. Walch, Trustees of the Gregory J. and Shauna M. Walch Family Trust ("Walch Opposition").  
 10 The Debtor must honor its contractual and fiduciary obligations to the Direct Lenders arising under  
 11 the Loan Servicing Agreements, Powers of Attorney and NRS 645B.175. Those obligations clearly  
 12 require the Debtor to simultaneously pay the Direct Lenders in conjunction with the execution of  
 13 any partial or full release of the Direct Lender's collateral. Consequently, the Court should require  
 14 the Debtor to fulfill each and every one of its contractual and fiduciary obligations as a condition of  
 15 granting the relief requested by the Motion.

16 Respectfully submitted,

17 LIONEL SAWYER & COLLINS

18 /s/ Laurel E. Davis

19 By \_\_\_\_\_  
 20 Laurel E. Davis  
 Attorneys for the Canepa Group

---

21 <sup>1</sup> Scott K. Canepa; Shawntelle Davis-Canepa; Scott K. Canepa Defined Benefit Pension  
 22 Plan; Evelyn G. Canepa Trust, Evelyn G. Canepa and Scott Krusee Canepa Trustees; Gary T. and  
 23 Lori R. Canepa, Trustees of the G. & L. Trust dated 11/25/91; Louis John Canepa Trustee of the  
 24 Louis John Canepa Revocable Trust dated 6/18/98; and Michael Wagnon (collectively "the Canepa  
 Group")

25 <sup>2</sup> 3685 Fernando Road, Boise Gowan, Brookmere, Bundy Canyon, Cabernet, Clear  
 26 Creek, Fiesta/Murietta, Hasley Canyon, Margarita Annex, Opaque, Placer Vineyards, Rio  
 Bravo/SVRP, and Southern California Land Development.

27 <sup>3</sup> The Canepa Group disagrees with the Walsh Opposition to the extent that the Walsh  
 28 Opposition suggests that the Debtor should remain in place as loan servicing agent for any of their  
 Direct Loans.